

REMARKS

Favorable reconsideration of the application is respectfully requested in light of the amendments and remarks herein.

Upon entry of this amendment, claims 1-39 will be pending. By this amendment, claims 1, 2, 4, 5, 7, 8, 14, 18, 19, 25, 26, 36, 37, and 39 have been amended. No new matter has been added.

§102 Rejection of Claims 1-7, 9-24, 26-33, 35 and 37-39

In Section 4 of the Office Action dated May 1, 2008 (“the Office Action”), claims 1-7, 9-24, 26-33, 35 and 37-39 stand rejected under 35 U.S.C. §102(e) as being anticipated by Peinado *et al.* (U.S. Patent Pub. No. 20030217011; hereinafter referred to as “Peinado”).

Independent claim 1, as amended, recites a method of presenting content data as follows:

A method of presenting content data, comprising:

- a) *receiving* at a client in connected to a hub network a present request indicating locked content data;
- b) *checking* a license corresponding to said locked content data to determine if said license permits said client to present said locked content data,
- c) wherein said locked content data is a bound instance if said license permits presentation of said locked content data by said client connected to the hub network, and
- d) wherein the bound instance of said locked content data and the license corresponding to said locked content data are bound to the hub network; and
- e) *presenting* said locked content data through a presentation component connected to said client when said locked content data is a bound instance.

(emphasis / reference designations added)

Therefore, a method of presenting content data including the above features has the advantage that a license corresponding to the locked content data is checked to determine if the license permits the client to present the locked content data, wherein the locked content data is a bound instance if the license permits presentation of the locked content data by the client connected to the hub network, and wherein the bound instance of the locked content data and the license corresponding to the locked content data are bound to the hub network; and the locked content data is presented through a presentation component connected to the client when the locked content data is a bound instance.

The above limitations are disclosed in the specification in relation to the difference between the discrete and bound instances. For example, "[a]s discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, a compliant device cannot make a usable copy of a discrete instance. A discrete instance includes locked content data and a discrete license. The locked content data of the discrete instance is referred to as the "discrete version" of the locked content data. The locked content data is locked by being protected from unauthorized access, such as by encryption. A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. The locked content data stored by the server is the source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source version, and/or any of the sub-copy versions can be the same). A

bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Members of that hub network can make sub-copies of the content data of a bound instance.” *Specification, paragraph [0030], emphasis added.*

Limitation (d) of claim 1 has been added to clarify that the locked content data and the corresponding license are bound to a hub network (i.e., the bound instance of the locked content data) so that the locked content data can be accessed by the client whenever it is connected to the hub network. By binding the license and the content to the hub network, the licensee can enjoy the content on any number of authorized devices connected to the network rather than having to download additional license later or initially delay downloading the license so that the license can be downloaded to a different machine later.

Regarding limitations (b) through (d) of claim 1, the Office Action indicates that limitation (b) is disclosed in Peinado, Paragraphs [0016]-[0017] and [0108] and limitation (c) is disclosed in Peinado, Paragraphs [0017]-[0019] and [0107]. However, these paragraphs of Peinado seem to indicate that Peinado’s content is bound to a client. For example, in Paragraph [0016], it is stated that the “obtained license is stored in a license store in the user’s computing device. This sentence suggests that the license must be stored on the computing device of the client and that the content can only be presented or played by invoking the license on the computing device. In this case, the client cannot present or play the content using another device connected to the network. As discussed above, limitations (c) and (d) of claim 1 disclose that by binding the license and the content to a hub network, a bound instance of locked content data bound to one hub network is created, wherein the bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. Thus, with a license and content

bound to a hub network, locked content data present on a client device can be presented, copied, and/or otherwise processed when the client device is connected to the hub network. However, if the client device is disconnected from the hub network, the locked content data is no longer a bound instance, and therefore, the client device cannot present, copy, and otherwise process the locked content data.

Regarding limitation (c) of claim 1, the Office Action indicates that this limitation is disclosed in Peinado, Paragraphs [0017]-[0019] and [0107]. These paragraphs are quoted here:

[0017] Importantly, the license server only issues a license to a DRM system that is 'trusted' (i.e., that can authenticate itself). To implement 'trust', the DRM system is equipped with a 'black box' that performs decryption and encryption functions for such DRM system. The black box includes a public/private key pair, a version number and a unique signature, all as provided by an approved certifying authority. The public key is made available to the license server for purposes of encrypting portions of the issued license, thereby binding such license to such black box. The private key is available to the black box only, and not to the user or anyone else, for purposes of decrypting information encrypted with the corresponding public key. The DRM system is initially provided with a black box with a public/private key pair, and the user is prompted to download from a black box server an updated secure black box when the user first requests a license. The black box server provides the updated black box, along with a unique public/private key pair. Such updated black box is written in unique executable code that will run only on the user's computing device, and is re-updated on a regular basis.

[0018] When a user requests a license, the client machine sends the black box public key, version number, and signature to the license server, and such license server issues a license only if the version number is current and the signature is valid. A license request also includes an identification of the digital content for which a license is requested and a key ID that identifies the decryption key associated with the requested digital content. The license server uses the black box public key to encrypt the decryption key, and the decryption key to encrypt the license terms, then downloads the encrypted decryption key and encrypted license terms to the user's computing device along with a license signature.

[0019] Once the downloaded license has been stored in the DRM

system license store, the user can render the digital content according to the rights conferred by the license and specified in the license terms. When a request is made to render the digital content, the black box is caused to decrypt the decryption key and license terms, and a DRM system license evaluator evaluates such license terms. The black box decrypts the encrypted digital content only if the license evaluation results in a decision that the requestor is allowed to play such content. The decrypted content is provided to the rendering application for rendering.

[0107] Referring now to FIG. 4, in one embodiment of the present invention, the user's computing device 14 is a personal computer or the like, having elements including a keyboard, a mouse, a screen, a processor, RAM, ROM, a hard drive, a floppy drive, a CD player, and/or the like. However, the user's computing device 14 may also be a dedicated viewing device such as a television or monitor, a dedicated audio device such as a stereo or other music player, a dedicated printer, or the like, among other things, all without departing from the spirit and scope of the present invention.

However, these paragraphs of Peinado do not teach or suggest binding content and its corresponding license to a network. By contrast, these paragraphs seem to suggest that content and license are bound to a client device. Thus, if content and license are bound to a single device, content cannot be presented on other client devices connected to the network (as claimed in limitation (e) of claim 1).

Regarding claim 2, it recites that "said locked content data and said license corresponding to said locked content data are stored on a server of the hub network." This limitation is disclosed in Paragraph [0030] of the present publication as follows: "The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network." By contrast, Peinado in Paragraph [0016] states that the "obtained license is stored in a license store in the user's computing device." Similar argument applies to claim 4.

Regarding claim 5, a further limitation is added to claim 1 to check that the license includes sending a confirmation license request to the server from the client.

Regarding claim 7, a further limitation is added to claim 5 to check a revocation list to determine whether the client is included in the revocation list, wherein the revocation list (stored on the server) indicates devices for which the license has been revoked. This limitation is disclosed in Paragraph [0081] of the present publication as follows: the server also confirms that the client device is not on the server's revocation list before authorizing the client device. As described below, the revocation list indicates devices for which authorization has been revoked.

The Office Action indicates that claim 7 is disclosed in Paragraphs [0062] and [0157] of Peinado. These paragraphs are quoted here:

[0062] The instructions and/or rules that are to accompany the digital content 12 may include practically any appropriate instructions, rules, or other information without departing from the spirit and scope of the present invention. As will be discussed below, such accompanying instructions/rules/information are primarily employed by the user and the user's computing device 14 to obtain a license 16 to render the digital content 12. Accordingly, such accompanying instructions/rules/information may include an appropriately formatted license acquisition script or the like, as will be described in more detail below. In addition, or in the alternative, such accompanying instructions/rules/information may include 'preview' information designed to provide a user with a preview of the digital content 12.

[0157] Once the license server 24 has received the license 16 request information 36 from the DRM system 32, the license server 24 may then perform several checks for trust/authentication and for other purposes. In one embodiment of the present invention, such license server 24 checks the certificate with the digital signature of the certifying authority to determine whether such has been adulterated or otherwise modified (steps 705, 707). If so, the license server 24 refuses to grant any license 16 based on the request information 36. The license server 24 may also maintain a list of known 'bad' users and/or user's computing devices 14, and may refuse to grant any license 16 based on a request from any such bad user and/or bad user's computing device 14 on the list. Such 'bad' list may be compiled in any

appropriate manner without departing from the spirit and scope of the present invention.

However, these paragraphs do not teach or suggest checking a revocation list to determine whether the client is included in the revocation list, wherein the revocation list (stored on the server) indicates devices for which the license has been revoked.

Based on the foregoing discussion, claims 1, 2, 4, 5, and 7 should be allowable over Peinado. Independent claims 14, 19, 26, and 37 include above-discussed relevant limitations for claim 1 in similar forms. Therefore, claims 14, 19, 26, and 37 should also be allowable over Peinado. Since claims 2-7, 9-13, 15-18, 20-24, 27-33, 35 and 38-39 depend from one of claims 1, 14, 19, 26, and 37, claims 2-7, 9-13, 15-18, 20-24, 27-33, 35 and 38-39 should also be allowable over Peinado.

Accordingly, it is submitted that the rejection of claims 1-7, 9-24, 26-33, 35 and 37-39 based upon 35 U.S.C. §102(e) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 8, 25 and 36

In Section 41 of the Office Action, claims 8, 25 and 36 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Peinado in view of Evans *et al.* (U.S. Patent Pub. No. 2003/0236978; hereinafter referred to as “Evans”).

Based on the foregoing discussion regarding claims 1, 19, and 26, and since claims 8, 25, and 36 depend from claims 1, 19, and 26, respectively, claims 1, 19, and 26 should also be allowable over Peinado. Further, Evans is merely cited for allegedly teaching “that a revocation list is transmitted to a client who can send the revocation list down the processing chain to a remote device”. Thus, Peinado and Evans, individually or in combination, fail to teach or

suggest all of the limitations of claims 8, 25, and 36. Therefore, claims 8, 25, and 36 should be allowable over Peinado and Evans.

Accordingly, it is submitted that the rejection of claims 8, 25, and 36 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 34

In Section 44 of the Office Action, claim 34 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Peinado in view of Capitant (U.S. Patent Pub. No. 2003/0078891).

Based on the foregoing discussion regarding claim 26, and since claim 34 depend from claim 26, claim 34 should also be allowable over Peinado. Further, Capitant is merely cited for allegedly teaching “that content may be moved for consumption outside the consumer’s authorized domain”. Thus, Peinado and Capitant, individually or in combination, fail to teach or suggest all of the limitations of claim 34. Therefore, claim 34 should be allowable over Peinado and Capitant.

Accordingly, it is submitted that the rejection of claim 34 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.


Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-39 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

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